

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Feb 21, 2017

SEAN F. MCAVOY, CLERK

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ROCKWOOD RETIREMENT
COMMUNITIES, on behalf of itself
and all others similarly situated,

Plaintiff,

v.

INSINKERATOR and EMERSON
ELECTRIC COMPANY,

Defendants.

Case No. 2:15-CV-0346-SMJ

CLASS ACTION

**STIPULATED PROTECTIVE
ORDER**

GOOD CAUSE APPEARING THEREFOR, in light of the Stipulation for Entry of Protective Order by and between Plaintiff Rockwood Retirement Communities ("Plaintiff") and Defendants InSinkErator and Emerson Electric Company ("Defendants"), the Court enters this Protective Order in regard to certain discovery material to be made available by Defendants, Defendants' parent company and its affiliates, Plaintiff, and/or third parties. This discovery material includes trade secrets and confidential, proprietary and non-public documents and information, the public disclosure of which could be detrimental to the interests of Defendants and/or related or affiliated corporate entities; documents which may contain information that is personal and confidential to Plaintiff or to third parties, including individuals; and documents and information

STIPULATED
PROTECTIVE ORDER - 1

1 subject to a claim of privilege or immunity from discovery (including but not
2 limited to attorney-client privilege, work product immunity, and immunities
3 created by federal or state statute or regulation). The parties have stipulated that
4 the above-described documents and information, including electronically stored
5 information, should be given the protection of an order of this Court to prevent
6 irreparable harm through disclosure to persons other than those persons involved
7 in the prosecution or defense of this litigation. Documents and materials produced
8 by Defendants' corporate parent company, and its related or affiliated entities, are
9 protected under the terms as if produced by Defendants. This Protective Order
10 shall govern certain documents, written discovery, and testimony obtained by the
11 parties in connection with pre-trial proceedings in this action.

12 **I. DEFINITIONS**

13 1. **Disclosure or Discovery Material:** all items or information,
14 regardless of the medium or manner generated, stored, or maintained (including,
15 among other things, testimony, transcripts, documents, or tangible things) that are
16 voluntarily exchanged, produced or generated by any Party or non-party in
17 disclosures or responses to discovery in this matter.

18 2. **Attorney/Counsel:** outside counsel of record and in-house counsel
19 (i.e. attorneys who are employees of either a party to this action or a party's
20 corporate parent, subsidiaries, affiliates, or suppliers).

21 3. **"Defendants"** includes InSinkErator, Emerson Electric Company,
22 their corporate parents, subsidiaries, and affiliates.

23 4. **Receiving Party:** a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 5. **Producing Party:** a Party or non-party that produces Disclosure or
26 Discovery Material in this action.

1 6. **Designating Party:** a Party or non-party that designates Disclosure
2 or Discovery Material as “Confidential” or “Highly Confidential – Attorneys’
3 Eyes Only.”

4 7. **“Confidential” Material:** information (regardless of how
5 generated, stored, or maintained) or tangible things that a Designating Party
6 believes in good faith constitutes or embodies matter used by it in or pertaining to
7 its business, which matter is not publicly known and which the Designating Party
8 has not revealed to third parties or has caused third parties to maintain in
9 confidence, and any other information that would qualify as Confidential pursuant
10 to the applicable legal standard.

11 8. **“Highly Confidential – Attorneys’ Eyes Only” Material:** certain
12 limited “Confidential” material or information that the Designating Party in good
13 faith believes is competitively sensitive and constitutes or contains: (1) technical
14 information such as product design, (2) information within the definition of trade
15 secret provided by state or federal law, (3) formulae or source code, (4) research
16 and development information, (5) customer lists, (6) sales, cost, pricing, or other
17 financial information, (7) plans for strategic business initiatives or marketing
18 plans, or (8) any other information that contains the Designating Party’s trade
19 secrets or other confidential research, development, or commercial or financial
20 information of an extremely sensitive nature that may cause significant
21 competitive harm to the Designating Party if disclosed to persons other than those
22 described in Section II, Paragraph 6, below.

23 9. **Protected Material:** any Disclosure or Discovery Material that is
24 designated as “Confidential” or “Highly Confidential—Attorneys’ Eyes Only.”

25 10. **Expert:** a person with specialized knowledge or experience in a
26 matter pertinent to the litigation who is being used/has been used by a Party or its
27 Counsel to serve as an expert witness or as a consultant in this action and who has
28

1 been approved to receive Protected Material in accordance with Section III,
2 below.

3 11. **Professional Vendors:** persons or entities that provide litigation
4 support services (e.g., photocopying; videotaping; translating; preparing exhibits
5 or demonstrations; organizing, storing, retrieving data in any form or medium;
6 etc.) and their employees and subcontractors.

7 **II. DESIGNATION AND TREATMENT OF PROTECTED**
8 **MATERIALS**

9 1. In order to facilitate production of documents and other discovery in
10 this matter, any Producing Party may, by written notice, or by a statement on the
11 record at a deposition, designate any Disclosure or Discovery Material as
12 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” (hereinafter
13 “Highly Confidential”), under the terms of this Order, including Disclosure or
14 Discovery Material produced before entry of this Order, with the terms of this
15 Order applying.

16 2. By designating Disclosure or Discovery Material as “Confidential”
17 or “Highly Confidential,” the Designating Party is certifying to the Court that
18 there is a good faith basis in both law and fact for the designation within the
19 meaning of Federal Rule of Civil Procedure 26(g). Confidential Material shall be
20 so designated by clearly labeling, stamping, or otherwise marking the top or
21 bottom of each page of the designated Material with the legend
22 “CONFIDENTIAL” (the “Confidential Legend”), including each page of any
23 electronically produced document. Highly Confidential Material shall be so
24 designated by clearly labeling, stamping, or otherwise marking the top or bottom
25 of each page of the designated Material with the legend “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (the “Highly Confidential
27 Legend”), including each page of any electronically produced document. Any
28

1 such stamp or designation shall not in any manner cover up, overlap upon, obscure
2 or otherwise conceal any text, picture, drawing, graph or other communication or
3 depiction in the document. In the case of Confidential Information disclosed in a
4 non-paper medium (*e.g.*, videotape, audiotape, computer disks, etc.), the
5 appropriate designation shall be affixed on the outside of the medium or its
6 container, or in the folder or filename of such documents if produced
7 electronically, so as to clearly give notice of the designation.

8 3. Any Party or non-party may also designate testimony or exhibits, or
9 portions thereof, given in deposition or pre-trial proceedings as Confidential
10 Material or Highly Confidential Material, by designation in writing, or by orally
11 designating such testimony or exhibits, or portions thereof, during the proceeding.
12 The deposition or court reporter shall be instructed to clearly mark the designated
13 testimony, and each designated exhibit with the Confidential Legend or Highly
14 Confidential Legend, as appropriate. Alternatively, any Party or non-party may
15 designate testimony or exhibits, or any portion thereof, as Confidential Material
16 or Highly Confidential Material by providing written notice to all parties within
17 twenty-eight (28) calendar days following receipt of the transcript, of those
18 portions of the transcript or exhibits which are to be considered Confidential
19 Material or Highly Confidential Material. During this period of review, all
20 transcripts will be automatically designated Highly Confidential, labeled as such
21 and accorded all protections for such material.

22 4. A Designating Party may designate as “Confidential” or “Highly
23 Confidential” any material produced by a non-party by providing written notice
24 to all parties within twenty-eight (28) calendar days after receiving such material,
25 and providing a copy of the material which the Designating Party has clearly
26 labeled, stamped or otherwise marked with the Confidential Legend or Highly
27 Confidential Legend and the additional words “as designated by [Party]”, for
28

1 example “CONFIDENTIAL as designated by DEFENDANTS.” This Stipulated
2 Protective Order shall not limit the ability of any Party or non-party to voluntarily
3 disclose to others any Protected Material that originates from that Party or non-
4 party.

5 5. In the event that another Party disagrees with a Designating Party’s
6 designation of any document or information as “Confidential” or “Highly
7 Confidential,” the objecting Party shall advise counsel for the Designating Party,
8 in writing, of the objection and identify the document or item with sufficient
9 specificity to permit identification. Within fourteen (14) calendar days of
10 receiving the objection, the Designating Party shall advise the objecting Party’s
11 counsel whether the Designating Party will change the designation of the
12 document or item. If this cannot be resolved between the parties, then the dispute
13 will be presented to the Court by motion or otherwise. During the pendency of
14 any such motion, the designated document or item shall continue to be treated as
15 a stamped “Confidential” or “Highly Confidential” document and subject to the
16 provisions of this Order. On the hearing of any such motion, the burden shall be
17 on the Designating Party to establish that the designated document or item should
18 be deemed “Confidential” or “Highly Confidential.”

19 6. Unless otherwise ordered by the Court or permitted in writing by the
20 Designating Party, the Receiving Party may disclose any information or item
21 designated “Confidential” only to “Qualified Persons,” who are defined to consist
22 solely of:

23 a. The Receiving Party’s Counsel in this action, as well as
24 employees of said Counsel to whom it is reasonably necessary to disclose the
25 information for this litigation;

26 b. The officers, directors, owners, members, partners, trustees,
27 beneficiaries, and employees of the Receiving Party (including the officers,
28

1 directors, owners, members, partners, trustees, beneficiaries, and employees of
2 the Receiving Party's corporate parent, related entities, affiliates, and suppliers)
3 or named plaintiff(s), to whom disclosure is reasonably necessary for this
4 litigation;

5 c. Experts (as defined in this Stipulated Protective Order) of the
6 Receiving Party who have been approved in accordance with Section III, below,
7 and their administrative support staff, if any, to whom disclosure is reasonably
8 necessary for this litigation and who have signed the "Acknowledgement And
9 Agreement To Be Bound By Protective Order" (Exhibit A);

10 d. The Court and its personnel;

11 e. Neutral evaluators, mediators, or arbitrators assigned to the
12 case by the Court or retained for the case by the mutual agreement of the Parties;

13 f. Professional Vendors for services such as copying, scanning,
14 or electronic document processing to whom disclosure is reasonably necessary for
15 this litigation;

16 g. Court reporters and their staff to whom disclosure is
17 reasonably necessary for this litigation;

18 h. During their depositions, witnesses in the action to whom
19 disclosure is reasonably necessary and who have signed the "Acknowledgment
20 And Agreement To Be Bound" (Exhibit A), unless otherwise agreed by the
21 Designating Party or ordered by the Court; and

22 i. Any author or recipient of the document or the original source
23 of the information disclosed in the document.

24 7. Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item
26 designated "Highly Confidential" only to those persons listed in Paragraph 6,
27 (a),(c) - (i), above.

1 8. Protected Material shall not be disclosed or furnished to any person
2 pursuant to paragraphs 6(c) and 6(h) unless that person is informed of this Order
3 and has signed the “Acknowledgement And Agreement To Be Bound By
4 Protective Order,” appended hereto as Exhibit A. It shall be the obligation of
5 counsel providing the information to a Qualified Person to retain a copy of all
6 agreements executed pursuant to this paragraph until fifty-six (56) calendar days
7 following the final termination of this litigation.

8 9. Protected Material must be stored and maintained by the Receiving
9 Party at a location and in a secure manner that reasonably ensures that access is
10 limited to Qualified Person(s) as defined by this Order.

11 10. The list of Qualified Person(s) to whom Protected Material may be
12 disclosed may be enlarged by written agreement of all counsel of record. If any
13 Party proposes to expand the list of Qualified Person(s), the parties will meet and
14 confer regarding such proposal. If the parties are unable to reach agreement, any
15 Party may bring the issue to the Court for resolution. Pending resolution by the
16 Court, the list of Qualified Person(s) will not be expanded, and no Protected
17 Material may be disclosed to additional person(s).

18 11. Nothing in this Stipulated Protective Order shall impose any
19 restrictions upon the use or disclosure by a Party or witness of any document,
20 material, or information obtained by such Party or witness independently of the
21 discovery proceedings in this action, whether or not such document, material, or
22 information is also obtained through discovery proceedings in this action.

23 12. Entering into, agreeing to, and/or complying with the terms of this
24 Stipulated Protective Order shall not:

25 a. Operate as an admission by any Party that any particular
26 document, material, or information contains or reflects currently valuable trade
27 secrets or proprietary commercial information; or

1 b. Prejudice in any way the right of a Party to seek a
2 determination by the Court whether any particular document, material, or
3 information should be subject to the terms of this Stipulated Protective Order,
4 such request and determination to be made in accordance with paragraph 5 above;
5 or

6 c. Operate as a waiver of any objection of either Party as to the
7 admissibility of a particular document into evidence. Nothing in this Order shall
8 be construed to require any Party to disclose to any other Party any Protected
9 Material, or to prohibit any Party from refusing to disclose Protected Material to
10 any other Party.

11 d. Operate as a waiver of any Party's right to assert claims of
12 privilege or immunity from discovery (including but not limited to attorney-client
13 privilege, work product immunity, and immunities created by federal or state
14 statute or regulation).

15 13. In the event that any Protected Material is demanded from a
16 Receiving Party by way of subpoena, court order, or otherwise, that Receiving
17 Party shall immediately, and in no event more than seven (7) calendar days, notify
18 the Designating Party by telephone and in writing of the demand. The notice
19 given to the Designating Party shall, in all events, be given before any production
20 or disclosure of Protected Material and shall include a copy of the subpoena or
21 court order so as to allow sufficient time for the Designating Party to challenge or
22 resist such production or disclosure.

23 14. If a party is served with a valid discovery request in this action to
24 produce a non-party's confidential information in its possession, and the party is
25 subject to an agreement with the non-party not to produce the non-party's
26 confidential information, then the party shall (a) promptly notify in writing the
27 requesting party and the non-party that some or all of the information requested
28

1 is subject to a confidentiality agreement with the non-party; (b) promptly provide
2 the non-party with a copy of this Order, the relevant discovery request(s), and a
3 reasonably specific description of the information requested; and (c) upon request
4 of the non-party, allow the non-party to inspect the information being sought in
5 discovery. If the non-party fails to object or seek a protective order from this
6 Court within twenty-one (21) calendar days of receiving the notice and
7 accompanying information, the receiving party may produce the non-party's
8 confidential information responsive to the discovery request. If the non-party
9 timely objects or seeks a protective order, the receiving party shall not produce
10 any information in its possession or control that is subject to the confidentiality
11 agreement with the non-party before a determination by the Court. Absent a court
12 order to the contrary, the non-party shall bear the burden and expense of seeking
13 protection from the Court of its confidential information.

14 15. No "Confidential" or "Highly Confidential" document(s) shall be
15 filed with the Court unless counsel secures a Court Order allowing leave of court
16 to file under seal, in accordance with the Eastern District of Washington's
17 Procedures for the Filing of Sealed and Ex Parte Documents For Civil Cases
18 (available at
19 http://www.waed.uscourts.gov/sites/default/files/u90/sealed_handout_civil.pdf).

20 An application to file a document under seal shall be served on opposing counsel,
21 and on the person or entity who has custody and control of the document, if
22 different from opposing counsel. If opposing counsel, or the person or entity who
23 has custody and control of the document, wishes to oppose the application, he/she
24 must contact the chambers of the judge who will rule on the application, to notify
25 the judge's staff that an opposition to the application will be filed. The
26 Designating Party shall provide the party applying for a Court Order to file a
27 "Confidential" or "Highly Confidential" document(s) under seal with the relevant
28

1 legal basis designating such document(s) “Confidential” or “Highly Confidential”
2 within seven (7) calendar days of a written request by the party applying for the
3 Order to seal.

4 16. The foregoing is without prejudice to the right of any Party: (a) to
5 present a motion to the Court under Federal Rule of Civil Procedure 26(c) for a
6 further protective order relating to any Protected Material or relating to any
7 discovery in this litigation; (b) to object to the production of documents it
8 considers not subject to discovery; (c) to apply to the Court for an order
9 compelling production of documents or modification of this Order or for any order
10 permitting disclosure of Protected Material beyond the terms of this Order; or
11 (d) to apply to the Court for an order deeming Disclosure or Discovery Material
12 not “Confidential” or “Highly Confidential.”

13 17. If a Producing Party inadvertently or unintentionally produces to a
14 Receiving Party any documents or information subject to a claim of privilege or
15 immunity from discovery (including but not limited to attorney-client privilege,
16 work product immunity, and immunities created by federal or state statute or
17 regulation), the Producing Party shall, within fourteen (14) calendar days of the
18 discovery of the inadvertent production, give notice to the Receiving Party in
19 writing of the Producing Party’s claim of privilege or immunity from discovery.
20 Thereafter, the Receiving Party shall immediately return to the Producing Party
21 the original and all copies of the restricted materials, including copies of the
22 restricted materials disseminated to other persons by the Receiving Party. The
23 Receiving Party will be deemed to have notice that material is restricted if the
24 Party reasonably should recognize the material is privileged or protected from
25 discovery, or upon written notice by the Producing Party. Such inadvertent or
26 unintentional disclosure shall not be deemed a waiver in whole or in part of the
27 Producing Party’s claim of privilege or immunity from discovery either as to
28

1 specific documents and information disclosed or on the same or related subject
2 matter. In the event that the Receiving Party disagrees with the Producing Party's
3 claim of privilege or immunity from discovery, then the Receiving Party shall
4 notify the Producing Party within seven (7) calendar days of receipt of the
5 Producing Party's written notice of claim of privilege, and shall set forth the
6 precise grounds upon which the Receiving Party's position rests. If the parties
7 cannot resolve the matter, then the dispute will be presented to the Court by
8 motion or otherwise. During the pendency of any such motion, the Receiving
9 Party shall not copy, distribute, or otherwise use in any manner the disputed
10 documents or information, and shall instruct all persons to whom the Receiving
11 Party has disseminated a copy of the documents or information that the documents
12 or information are subject to this Order and may not be copied, distributed, or
13 otherwise used pending the motion and further notice from the Court.

14 18. If a Producing Party inadvertently or unintentionally produces to a
15 Receiving Party any document or information that the Producing Party failed to
16 designate as "Confidential" or "Highly Confidential," the Producing Party shall,
17 within twenty-eight (28) calendar days of the discovery of the inadvertent
18 production, give notice to the Receiving Party in accordance with the procedure
19 above for reclaiming inadvertently produced privileged documents. The
20 retrieving Party shall re-produce such documents or material, designating them
21 "Confidential" or "Highly Confidential" as described in paragraph 1 above, as
22 soon as possible after retrieval and no later than fourteen (14) calendar days after
23 retrieval. As used in this Order, an act is "timely" if it does not unduly prejudice
24 another Party.

25 19. If the Receiving Party learns that, by inadvertence or otherwise, it
26 has disclosed Protected Material to any person or in any circumstance not
27 authorized under this Order, the Receiving Party shall immediately notify in
28

1 writing the Designating Party of the unauthorized disclosure and use its best
2 efforts to retrieve all copies of the Protected Materials. The Receiving Party shall
3 inform the person or persons to whom the unauthorized disclosures were made of
4 the terms of this Order and request that such person or persons execute the
5 “Acknowledgement And Agreement To Be Bound” (Exhibit A) to maintain the
6 protections for material that was improperly disclosed.

7 20. All Disclosure or Discovery Materials shall be used solely for the
8 purpose of this litigation. Except by consent of the Producing Party or order of
9 the Court, such discovery materials shall not be used by any Party other than the
10 Producing Party for any outside purpose, including, without limitation, any
11 outside business or outside commercial purpose. No duplications of documents
12 stamped “Confidential” or “Highly Confidential” shall be made except by counsel
13 to provide working copies and for filing in Court under seal.

14 21. The protections conferred by this Order cover not only Protected
15 Material, but also any information copied or extracted therefrom, as well as all
16 copies, excerpts, summaries, or compilations thereof, plus testimony,
17 conversations, or presentations by Parties or Counsel to or in Court or in other
18 settings that might reveal Protected Material. All notes, memoranda, reports and
19 other written communications that reveal or discuss information contained in
20 Protected Materials shall be given the same protections under this Order as though
21 they were designated Protected Materials.

22 22. The provisions of this Order shall not terminate at the conclusion of
23 this lawsuit. Within fifty-six (56) calendar days after final conclusion of all
24 aspects of this litigation, documents stamped “Confidential” or “Highly
25 Confidential,” and all copies of same (other than exhibits of record) either shall
26 be destroyed or returned to the Producing Party. In the event that documents
27 stamped “Confidential” or “Highly Confidential” are produced in electronic form,
28

1 or are put into electronic form by the Receiving Party with the consent of the
2 Producing Party, then the Receiving Party shall delete all electronic copies of
3 stamped confidential documents from all computer systems, disks, and other
4 electronic medium and devices. All counsel of record shall make certification of
5 compliance herewith and shall deliver the same to counsel for the Party who
6 produced the documents not more than 119 calendar days after final termination
7 of this litigation.

8 23. The final determination or settlement of this action as to any or all
9 parties shall not relieve any person who has received Protected Material from the
10 obligations imposed by this Order, and this Court shall retain jurisdiction after
11 such final determination or settlement to enforce the provisions of this Order. All
12 persons subject to the terms of this Order agree that this Court shall retain
13 jurisdiction over them for the purpose of enforcing this Order.

14 24. The Court may modify this Order for good cause, in the interests of
15 justice or for public policy reasons on its own initiative.

16 **III. EXPERTS AND CONSULTANTS**

17 Prior to disclosing any Protected Material to any outside experts or
18 consultants used in connection with this litigation, such outside expert or
19 consultant must execute a copy of the “Agreement to Be Bound by Protective
20 Order” (Exhibit A) and abide by the Protective Order’s terms. Moreover, a party
21 engaging the services of an outside expert or consultant must notify the Producing
22 Party of the following information: (i) the name of the person; (ii) the present
23 employer and title of the person; (iii) an up-to-date curriculum vitae of the person;
24 (iv) a listing of consulting projects undertaken by the expert or consultant within
25 the last four (4) years; and (v) an executed copy of the “Agreement to Be Bound
26 by Protective Order” (Exhibit A); and (vi) a current certification that the expert or
27 consultant is not a current officer, director, contractor or employee of a Party or
28

1 of a competitor of a Party, nor anticipated at the time of the certification to become
2 an officer, director, contractor, or employee of a Party or a competitor of a Party.

3 1. Within seven (7) calendar days of receipt of the information
4 described in the paragraph above, the Producing Party may object in writing to
5 the proposed outside expert or consultant for good cause. In the absence of an
6 objection during the seven-day period, the person shall be deemed approved under
7 this Stipulated Protective Order. If objection to disclosure is made within the time
8 required, the parties shall meet and confer via telephone or in person within seven
9 (7) calendar days following the objection and attempt in good faith to resolve the
10 dispute on an informal basis. If the dispute is not resolved, the Party objecting to
11 the disclosure will have seven (7) calendar days from the date of the meet and
12 confer to seek relief from the Court. If relief is not sought from the Court within
13 that time, the objection shall be deemed withdrawn. If relief is sought, designated
14 materials shall not be disclosed to the expert or consultant in question until the
15 objection is resolved by the Court.

16 2. For purposes of this section, "good cause" shall include, but not
17 necessarily be limited to, an objectively reasonable concern that the expert or
18 consultant, or someone associated therewith, will, advertently or inadvertently,
19 use or disclose confidential information outside of this litigation, or constitute an
20 unreasonable risk thereof. Experts or consultants authorized to receive Protected
21 Material under this section shall not be a current officer, director, contractor, or
22 employee of a Party or of a competitor of a Party, nor anticipated at the time of
23 retention to become an officer, director, contractor, or employee of a Party or a
24 competitor of a Party.

25 3. The parties agree that the terms of Section III are subject to revision
26 as this litigation proceeds. The parties shall meet and confer in good faith as to
27
28

1 any proposed revision(s) in this Section. Any revisions to this Order shall be
2 effective only upon entry by the Court of a modified stipulated protective order.

3
4 IT IS SO ORDERED.

5
6 Dated: February 21, 2017.



SALVADOR MENDOZA, JR.
United States District Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT
TO BE BOUND BY PROTECTIVE ORDER**

I, _____, with an address of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order issued by the United States District Court for the Eastern District of Washington on _____, 2016, in the case captioned *Rockwood Retirement Communities v. InSinkErator and Emerson Electric Company*, 2:15-cv-00346.

I agree to comply with and to be bound by all the terms of the Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt of court.

I will not utilize any stamped confidential document or other information subject to the Protective Order for any purpose other than this litigation. I further affirm that I will not reveal the confidential information to, nor discuss it with, anyone, except in accordance with the terms of the Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

At the termination of this litigation, I will return all documents marked "Confidential," "Highly Confidential – Attorneys' Eyes Only," as well as any copies, summaries or abstracts of them, and documents related to them or created from them, whether in hard copy, electronic, or digitized format, to the attorney providing confidential materials to me.

I hereby appoint [NAME] of [FIRM NAME AND ADDRESS] as my agent for service of process in connection with this action or any proceedings related to

1 enforcement of this Stipulated Protective Order.

2
3 Executed on _____, 201__, at [CITY AND STATE].

4
5 Signature: _____